

**AMENDMENT NO. 2  
TO THE AGREEMENT BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
COMPLIANCE SERVICES, INC.**

This agreement ("Amendment No. 2") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2008, ("Effective Date") by and between the City of Santa Clara, California, a chartered California municipal corporation, with its principal place of business located at 1500 Warburton Avenue, Santa Clara, California 95050 ("City") and Compliance Services, Inc. a California corporation with its principal place of business located at 2416 Tiverton Drive, Bakersfield, CA 93311 ("Contractor"). Contractor and City may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Amendment No. 2."

**RECITALS**

- A. The Parties previously entered into an agreement entitled "Agreement for Services by and Between the City of Santa Clara and Compliance Services, Inc., dated June 19, 2007" (the "Original Agreement"); and
- B. The Original Agreement was previously amended by Amendment No. 1, dated January 22, 2008. The Original Agreement and all previous amendments are collectively referred to herein as the "Original Agreement as Amended"; and
- C. The Parties entered into the Original Agreement as Amended for the purpose of having Contractor provide DOT Gas Pipeline Maintenance and Compliance Tasks at the DVR Power Plant.

In consideration of the above Recitals and the following mutual covenants and obligations, the Parties agree as follows:

**AGREEMENT PROVISIONS**

- 1. That Exhibit B of the Original Agreement as Amended, entitled "Schedule of Fees" is hereby amended to read as follows: In no event shall the amount billed to City by Contractor for Services under this Agreement exceed four hundred fifteen thousand (\$415,000.00) dollars, subject to budget appropriation.

(Continued on Page 2 of this Amendment No. 2)

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2. All other terms of the Original Agreement as Amended which are not in conflict with the provisions of this Amendment No. 2 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Amendment No. 2 shall become operative on the Effective Date first set forth above.

**CITY OF SANTA CLARA, CALIFORNIA,  
a chartered California municipal corporation**

APPROVED AS TO FORM:

\_\_\_\_\_  
HELENE L. LEICHTER  
City Attorney

\_\_\_\_\_  
JENNIFER SPARACINO  
City Manager

ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
City Clerk

1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Facsimile: (408) 241-6771

“City”

**COMPLIANCE SERVICES, INC.,**  
a California corporation

By:

  
\_\_\_\_\_  
ANDY BRADFIELD

Title:

Address: 2416 Tiverton Drive  
Bakersfield, CA 93311

Telephone: (661) 664-4722

Facsimile: (661) 664-4722

“Contractor”